

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA**

**SEALAND MECHANICAL, LLC,
BOLLINGER AMELIA REPAIR, LLC
and INTERNATIONAL MARINE
SYSTEMS, LLC**

CIVIL ACTION NO.

JUDGE

MAGISTRATE JUDGE

VERSUS

**M/V ORANDA 1, her engines, tackle,
equipment, etc., *in rem***

VERIFIED COMPLAINT

**TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF LOUISIANA:**

NOW INTO COURT, through undersigned counsel, come Claimants, Sealand Mechanical, LLC, Bollinger Amelia Repair, LLC and International Marine Systems, LLC (respectively “Sealand”, “Bollinger” and “IMS” and collectively “Claimants”), and for their Verified Complaint against defendant, the M/V ORANDA 1, *in rem*, and stating an admiralty and maritime claim within the meaning of Rule 9(h) and Supplemental Admiralty Rule C of the Federal Rules of Civil Procedure, respectfully represent upon information and belief as follows:

I.

This is an admiralty and maritime claim within the meaning of Rule 9(h) and Supplemental Rule C of the Federal Rules of Civil Procedure. Jurisdiction is based on 28 U.S.C. §1333.

II.

Claimants are Louisiana limited liability companies, having their principal place of business within this District, which at relevant times provided dockage, services and other vessel necessities to the M/V ORANDA 1.

III.

Defendant, M/V ORANDA 1, *in rem* (at times the “Vessel”), is, upon information and belief, a foreign vessel owned and operated by an entity organized under the laws of Nigeria, Pearl HPW Limited (“Pearl”).

IV.

In April and August 2020, Sealand provided services and other vessel necessities that were essential to and necessary for the M/V ORANDA 1 and the accomplishment of its mission. The provision of such services and necessities by Sealand was provided in a good and workmanlike fashion and for a reasonable fee. As evidenced by the attached Accounts Receivable (attached collectively as Exhibit “A”), the M/V ORANDA 1 incurred \$108,551.92 in fees/expenses for those necessary services.

V.

In May 2020, IMS provided services and other vessel necessities that were essential to and necessary for the M/V ORANDA 1 and the accomplishment of its mission. The provision of such services and necessities by IMS was provided in a good and workmanlike fashion and for a reasonable fee. As evidenced by the attached Accounts Receivable (attached collectively as Exhibit “A”), the M/V ORANDA 1 incurred \$44,494.10 in fees/expenses for those necessary services.

VI.

From August 4, 2020, to the present, Bollinger has provided dockage and other vessel necessities that were essential to and necessary for the M/V ORANDA 1 and the accomplishment of its mission. The provision of such dockage and necessities by Bollinger was provided in a good and workmanlike fashion and for a reasonable fee. As evidenced by the

attached Accounts Receivable (attached collectively as Exhibit “A”), the M/V ORANDA 1 incurred \$37,500 in fees/expenses for those necessary services.

VII

The M/V ORANDA 1 has failed to pay any amounts due to Sealand, IMS or Bollinger.

VIII.

Despite amicable demand, the amounts referred to above remain unpaid, and the M/V ORANDA 1, *in rem*, is indebted to Claimants for the full principal amount set forth herein.

IX.

Under United States federal maritime law, Claimants have a maritime lien on the M/V ORANDA 1 for the entire outstanding amount owed for dockage, services and other vessel necessities provided in the outstanding amounts detailed herein, or such other amount as will be proven at trial, plus accrued interest, because the aforementioned dockage and services constitute “necessaries” giving rise to maritime liens on the M/V ORANDA 1 under United States law.

X

Upon information and belief, the M/V ORANDA 1 is presently, or will be during the pendency of this action, on the navigable waters of the United States within the jurisdiction of this Honorable Court, and is subject to arrest pursuant to Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, to enforce Claimants’ existing maritime lien on the Vessel.

XI.

Upon information and belief, Pearl has abandoned the M/V ORANDA 1 at its current location, thereby causing Claimants to incur ongoing charges, costs and expenses for the services they have provided and continue to provide without remuneration and further precluding Bollinger from utilizing the occupied property for other commercial opportunities and activities.

XII.

All and singular, the foregoing is true and correct and within the admiralty and maritime jurisdiction of this Honorable Court.

XIII.

Claimants reserve the right to supplement and amend this Verified Complaint as necessary and appropriate through the discovery of additional information relevant hereto, and also reserve all of their legal and contractual rights to further, separate and supplemental recovery from those responsible, *in personam*, for the operation, management, ownership and supply of the Vessel, including without limitation, the sums due herein, and all contractual and legally recoverable interest and attorneys' fees.

WHEREFORE, Claimants pray that:

1. Process issue from this Honorable Court in proper form instructing the United States Marshal for this District to issue and effect a warrant for arrest of the M/V ORANDA 1, *in rem*, pursuant to Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure;
2. The United States Marshal for this District arrest the M/V ORANDA 1 and maintain custody over it until such time as claimant thereto posts security sufficient in form and amount to secure Claimants' claims herein;
3. Those claiming an interest in the M/V ORANDA 1 be required to file a claim to it and answer, all and singular, the allegations of this Verified Complaint;
4. After further proceedings be had, judgment be entered herein in favor of the Claimants and against the M/V ORANDA 1, *in rem*, equal to the outstanding amounts set forth herein, plus accrued invoice-specified and/or legally recoverable interest also secured by a maritime lien on the Vessel, attorneys' fees,

court, U.S. Marshal's costs, *custodia legis* expenses, other costs and expenses, and all such other sums to which Claimants are entitled;

5. After further proceedings, the M/V ORANDA 1 be condemned and sold to satisfy the claims asserted herein by Claimants, or, alternatively, that Claimants have satisfaction of its claim out of the security, if any, posted to secure the Vessel's release; and
6. For all such other and further relief that justice and the nature of this case will allow.

Respectfully submitted,

PHELPS DUNBAR LLP

BY: /s/ Thomas Kent Morrison

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**ATTORNEYS FOR SEALAND
MECHANICAL, LLC, BOLLINGER AMELIA
REPAIR, LLC AND INTERNATIONAL
MARINE SYSTEMS, LLC**

**PLEASE ISSUE A WARRANT OF ARREST
AGAINST THE M/V ORANDA 1, AND
SERVE THE SAID WARRANT ON THE MASTER
OF THE M/V ORANDA 1 OR ON THE
M/R ORANDA 1 ITSELF IF NO MASTER**

**IS PRESENT, PRESENTLY LYING AFLOAT
ADJACENT TO:**

**BOLLINGER AMELIA FACILITY
806 BOLLINGER LANE
AMELIA, LA 70340**